



CFN 20170190464

OR BK 29115 PG 0237
RECORDED 05/26/2017 15:26:24
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0237 - 240; (4pgs)

This instrument was prepared by
MARK D. FRIEDMAN, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
1999 UCO MODEL DOCUMENTS
CENTURYVILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM OF
SOMERSET E CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Somerset E Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2078** at Page **95**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach for Somerset E Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **11019** at Page **755**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Somerset E Condominium Association, Inc.**, a Florida not-for-profit corporation, held **May 5, 2017**, the aforementioned Amended Declaration of Condominium was amended pursuant to the provisions of said Amended Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Amended Declaration of Condominium are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
SOMERSET E CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE XIII

USE AND OCCUPANCY

The owner of a unit shall occupy and use his apartment unit as a single family private dwelling, for himself and the adult members of his family, and his social guests while he is residing in the unit, who may visit for a maximum of 30 days per year, and for no other purpose.

Therefore, the leasing of units to others as a regular practice for business, speculative, investment, or other similar purposes is not permitted. Only the owner's adult children may occupy the unit in the owner's absence, with prior approval of the Board of Directors. The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association as of the effective date of this Amendment. However, this Amendment shall apply at the expiration of any such existing leases.

~~A guest shall be considered any occupant who is not a unit owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the unit with the owner or approved tenant. "Occupancy" by the owner or approved tenant means that the owner or approved tenant is sleeping in the unit overnight. However, any guest who occupies a unit in excess of thirty (30) days cumulatively in any calendar year with the owner or approved tenant occupying the Unit shall be subject to screening as a tenant. Any guest who occupies a unit in excess of eight (8) days must obtain a Century Village I.D. card. Guest occupancy in the absence of the unit owner by members of the unit owner's family, defined for purposes of this paragraph as parents, children, siblings and the spouses of the foregoing, shall be limited to a maximum of four (4) weeks per visit. Notwithstanding the foregoing, prior to any occupancy of the unit by any guest in the absence of the owner, the owner must provide written notice to the Association of the name or names of the intended guests, the anticipated date of arrival, and the anticipated date of departure. Guest occupancy in the absence of the unit owner by persons other than members of the unit owner's family, as defined above, and guest occupancy in the absence of an approved tenant are prohibited.~~

No children under fifteen (15) eighteen (18) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for reasonable periods, not in excess of 30 days, in any calendar year.

Housing for Older Persons:

This Condominium shall be "housing for older persons," as such term is defined in the Federal Fair Housing Amendment Act of 1988.

To demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older and inasmuch as this Association was designed as part of an adult community, it shall be required as of the effective date of this amendment ~~that~~ at least eighty (80) percent of the units must be occupied by at least one (1) person fifty-five (55) years of age or older per unit. This amendment shall include under leasehold, if any.

The Board, upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty-five (55) when the Board finds undue hardship to the applicant.

All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or is in any way subject to Federal laws on housing.

In no event may more than three (3) persons permanently occupy a one-bedroom unit and no more than four (4) persons may permanently occupy a two-bedroom unit.

Except for trusts established for estate planning purposes, ownership of units and membership is limited to natural persons. Entities, including, but not limited to, corporations, limited liability companies and partnerships may not own units at the Condominium. The foregoing limitation on corporate ownership shall not apply to units owned by the Association or to mortgagees acquiring title to units through foreclosure or deed in lieu of foreclosure. Membership in this Association shall be limited to record owners of units in the Condominium. Transfer of unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If unit ownership is vested in more than one person, all of the persons owning a unit shall be authorized to attend meetings. If unit ownership is vested in a trust or, to the extent permitted by the Declaration, any other entity, the entity may designate a representative or an individual officer or employee to exercise its rights as a Member.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except specially trained dogs for handicapped unit owners who are hearing or sight impaired.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the buildings; nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their unit; nor shall they place any furniture or equipment outside their unit, except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except in such area as is designated by the Board of Directors. No laundry facilities or equipment shall be permitted in any unit.

No person shall use the common elements or any part thereof, or a Condominium Unit, or the Condominium property and recreational facilities, or any part thereof, in any manner contrary to or not in accordance with the Rules and regulations pertaining thereto, as from time to time may be promulgated by the Association. No person shall use the recreational facilities in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Lessor under the Long-Term Lease.

The initial Rules and Regulations are as set forth in the By-Laws of the Association, which are annexed hereto as "Exhibit No. 2", and same shall be deemed effective until amended, as provided in the By-Laws.

* * * * *

[Signature page to follow]

WITNESS my signature hereto this 17 day of May, 2017, at West Palm Beach, Palm Beach County, Florida.

**SOMERSET E CONDOMINIUM
ASSOCIATION, INC.**

Josephine M. O'Donnell
Witness
Josephine M. O'Donnell
(PRINT NAME)

By: [Signature]
President

[Signature]
Witness
Roger Hotelling
(PRINT NAME)

Attest [Signature]
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 17th day of May, 2017, by Wanda J. Smith and Fluence Pires, as PRES- and Sec-, respectively, of **Somerset E Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced CD/ID CD/ID as identification and did take an oath.

[Signature] (Signature)
RONALD E MASSA (Print Name)
Notary Public, State of Florida at Large

